Southern National



HAROLD L. JAMES SENIOR VICE PRESIDENT AND CITY EXECUTIVE

SANFORD, NORTH CAROLINA

December 8, 1987

RECORDATION NO.

DEC 1 1 198/-1 25 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission Office of the Secretary Washington, D. C. 20423

Dear Sir:

100 Waltering 2 f

12-11-87

The enclosed note was paid and fully satisfied on December 7, 1987. Please cancel from record as of that date. Your recordation number is 10741.

Yours truly,

Harold L. James

HJ/jl

Enclosure

TOO WELL THAT THE SALE

Interstate Commerce Commission **Mashington**, **A.C.** 20423

OFFICE OF THE SECRETARY

Harold L. James Southern National Bank of N.C. P. O. Box 190 Sanford, N.C. 2733]

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on $_{12/11/87}$ at $_{1:25PM}$, and assigned rerecordation number(s). $_{10741-A}$

Sincerely yours,

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Secretary

Enclosure(s)



INSTRUMENT AND SECURITY AGREEMENT ACCOUNT

ACCOUNT # 102 101

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ENDER-SECURED PA	ARTY: SOUTHER	N NATIONAL BANK OF P	NORTH CAROLINA	Pe Oe	,	SERTORD. [No and Street]	N C RECO	RDATION NO.	741°-A
							ÂU	G 13.19	79 -4 <u>25</u> PM
BORROWER-DEBTOR(S	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	L. I. Cohe		• Box			• 27330	TATE COMM	ERCE COMMISSIO
Borrower(s) represent	(Type Full herewith that	the loan evidenced	reet or R.F.D.) hereby is being	obtained	(City) for the followin	(County) g primary purpose		I PETTO O INIIA	IEKCE COMMII2210
FOR VALUE REC	EIVED: to wit than one De	old. Farming C money loaned, the btor), promise(s) to	he above-named o pay to the o	t, undersig rder of SC	ned BORROWE OUTHERN NATIO	R-DEBTOR(S) (her NAL BANK OF N	einafter collectiv ORTH CAROLINA	ely termed , as LENDE	"DEBTOR"), jointly
(hereinafter termed "S	ECURED PART	(Y''), at its Office in	the above City	, the sum	or Sixt	v Theo Thou	cand and	200	7
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pr payable in	monthly in	nstallments commend	cing on	<u> </u>	19	inequal pa	syments of \$, plus an irregular
BALLOON PAYN	19	\$	_ oue on	_ on or be	elore	; or [] payar	19	; Daya	ble on demand with
nterest due on	foregoing tota	al sum 🗀 includes	_ and on	nclude inte	rest for the term	in of the loan at s	hereafter quarter aid rate-(payment	ly; or if pay terms not cl	able in monthly or necked are deleted)
other installments the logether with a deling								e lesser. Furt	her, in case sult is
nstituted, upon Debto BORROWERS are liable								t as Attorney's	Fees of SECURED
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nterest, computed und	per the "Rule	of 78's". foregoing Negotiable	-					1 16	•
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obligations of DEBTOR and grants to SEC RI and any and at addition	Rowed to SEC	CURED PARTY are	hereinafter colle	ectively ter described	med the "OBLI	GATIONS"): the u	indersigned DEB v. hereinafter tei	OH hereby med "SPEC!	mongages, conveys FIC COLLATERAL"
ereafter are 'h the co oever due saio SECU!	ontrol or posse RED PARTY or	ession of SECURED in which SECURED	PARTY for any D PARTY now o	reason or r hereafter	has any secur	HAD THE DIEGGE OF	same as securin	osmysa ioi v	i oi any debi what*
PECIFIC COLLATERAL If checked here, the	L, are hereina he foregoing n	ifter collectively term regotiable note and	med the "COLL	.ATERAL'').					
It checked here, SPECIFIC		Trustee. listed and described on	attached SCHEDUL	E "A", mcorp	orated herein by rei	erence.)			
NEW OR USED	YEAR	MAKE	TYPE BO	DY	MODEL	SERIAL	NUMBER	NO CYLIN.	TON CAP IF TRUCK
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ebior hereby warrants, covenant	ts and enrees that:			. /-	Further, DEETOR v	will immediately notify SF	CURED PARTY in writing	of any change ii	BESTOR'S Gret Place of
(1) SPECIFIC COLLATERAL in Farming Operations, IX Busing	is used or being pure ness, and, 🖂 if chec	chased for use primarily for (ked here, SPECIFIC COLLAT	ERAL is being acquire	d with the	State in which DE	TOR shall have previously	advised SECURED PARTY	such collateral will	any jurisdiction other than a I be used. If Certificates are
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hall have advised SECURED PAI liaie) will be knot at address s	RTY in writing; consis	sts of equipment or inventory	normally used in more	e than one	(5) II SPECIF	IC COLLATERAL is to be at	fixed to real property, a	description of the	real estate is as follows:
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intii such time as written advai	L is bought or used that shown in his ad	d primarily to: Business Us idress at beginning of this Ag	se, DEETOR'S principal greement and all other	I place of places of	and the full name	(s) of the record owner(s) is	state prior to the perfect	ion of the security	interest granted herein and
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ADDITIONAL PROVISIONS:

MDDITIONAL ITRUITSIONS:

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(6)—(Continued from reverse story.)

DETOR has point independent and expression and will warrant and defend same against all claims. DEBTOR is not and with not attend it mansfer, sell or encounter the COLLATERAL or use it for his or in violation of any statute or ordinance. DEBTOR, further, agrees to pay promotily all taxes and essessments upon the COLLATERAL and/or for its use or operation, and or or mask genement to keep, use and maintain said COLLATERAL in a reasonably careful manner, so as not to unhasponable to unnecessarile expose the same to waste, damage, wear or depreciation, and to keep the same in good order and repair. SECURED PARTY may examine and inspect COLLATERAL or any part thereof, wherever located at any reasonable hands). SECURED PARTY, Holder hereof, may correct patent errors in this Agreement. TIME IS OF THE ESSECE REPORT Any notices to DEBTOR shall be sufficiently given, if mailed to the first above stated address of DEBTOR All equipment, accessories and parts shall become part of said COLLATERAL by accession.

- (7) If SPECIFIC COLLATERAL is bought or used primarily for Personal, Family or Household Purposes ming Operations, or if DEBTOR has no place of business in said State, the DEBTOR'S residence in said State own at the beginning of this Agreement.
- shown is the beginning of this Agreement.

 (B) THIS INSTRUMENT AND SECURITY AGESTMENT INCLUDING PROVISIONS ON THE FACE HEREOF, CONSTRUTES THI ENTIRE AGREEMENT as between DEDTOR and SECURED PARTY, and no waivers or modifications shall be valid unless written upon or attached to this Agreement. Further, this Agreement shall be governed by and construct under the horth Caroline Laws. At terms and excressions contained fisher which are defined in Articles of said Code. No
 waiver by SECURED PARTY of any Default(s) shall operate as a waiver of any and other default or of the same default
 on-e inural occasion. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all obligations of DESTOR shall bind his hers, excellors, administrators, successors and/or assigns. If more than
 one person has signed this Agreement, such praties are jointly and severally obligated hereunder. Further, use of the
 masculine pronoun herein shall munde the feature and neutral, and also the plural. If any protosons of this Agreement shall be prohibited by or invalid under applicable law, 5000 provision shall be ineffective but only to the extent
 of such prohibition or invalidity, without invalidating the remainder of such provision of the remaining provisions of
 this Agreement. "AGREEMENT" refers to this entire INSTRUMENT AND SECURITY ARREPMENT hereory.

 (B) The COLLIATERAL shall, at all times, be at DEBTOR(s) risk. The loss, injury to or destruction of COLLIATERAL.
- this Agreement, "AGREEMENT" refers to this entire IRSTRUMENT ARE SECONTY AND EXECUTIVE AND EXECUTIVE AND AGREEMENT IN THE STATE AND AGREEMENT AGREEMENT AGREEMENT AND AGREEMENT AGRE
- debt.

 (10) DESTOR bereby excipit to RECURED PARTY the proceeds of all such laserance to the extent of the exped before bereveded, and disrets may learner to make payments friendly to SECURED PARTY. Holder bereal DESTOR, further, hereby person to RECURED PARTY the Power of Antoney, which shall be interentable for an long as any amount is expell bereather. Ruled Power of Antoney gives SECURED PARTY this make right to: file Proof of Loca see/or any other forms required to collect from any inspect any server to be have any last, designed or destruction of the COLLATERAL; to expect to any below DESTOR and the amount of said resource; to destinate trype(s) of such recovery; to practically the proof to said resource; to recovery the practical payment of the form of the payment proof to resource to reduce the payment of their flability; to practically of the form only fewers presented to SECURED PARTY, when the late the second carry best to resource and second of the form of the second carry best to second of the second carry beautiful to second carry the consistent of the region between the second of the second carry beautiful to second any pression return against the equal full beautiful to DESTOR's DELIGATIONS.
- (11) Each of the undersigned, whether Maker-Debtors, Sureties, Indorsers, or Guarantors, and all others who may become flable for all or any part of the OBLIGATIONS evidenced and secured hereby on hereby jointly and severally. Waive presentment, demand, protest, notice of protest and/or distance and also notice or acceleration of maturity on Debut or otherwise. Further, they agree that SECURED PARTY may, from time to time, extend or steme of the Note and Security Agreement for any period (whether or not longer than the original period of the Note) and grant any releases, compromises or includences with respect to the Note or any extension or renewal friend or any security instruction or or any party liable thereunder or hereunder. The undersigned, further, waive notice of acceptance of their guaranty and expressly agree to pay all amounts hereunder, upon demand, without requiring any action or proceeding against the principal Debtor-Maker(s) or any Collateral.
- proceeding against the principal Debtor-Maker(s) or any Collateral.

 (12) No Financing Statement (other than any fried by this SECURED PARTY) covering any of the COLLATERAL herein or proceeds thereof is on file in any public or filing office. On request of SECURED PARTY, DEBTOR will join with same in executing one or more Financing Statements pursuant to the Uniform Commercial Code, in form satisfactory to SECURED PARTY and will pay all costs and expenses of filing the same or of filing themself. In any and all public of filing offices wherever filing or recording is deemed by SECURED PARTY to be necessary or desirable. Further: SECURED PARTY is authorized to file Financing Statements relating to COLLATERAL without DEBTOR'S speature where authorized by law. SECURED PARTY is turber granted DEBTOR'S Power of American by Statements in the life.

 113. Waster purposed at the law existence health use prisoned to the law of themselves to the law of themselves to be stitled.
- (13) Where proceeds of the loan evidenced hereby are being used by DEBTOR to purchase personal property or incres from a Seller or to finance improvements to real estate pursuant to a contract between DEBTOR and a Contract to two-rebb, the latter has agreed to perform services and to sell to DEBTOR items of personal or operty to be affixed to or interest and the process of the personal property to be affixed to or interest and the process of the personal property of the affixed to or interest and does wave all rights to defined against SCORED PARTY on any grounds whatsoever, DEBTOR hereby agrees that to set up an chains he migh have against the foregoing SELER or CONTRACTOR as a defense, soft, recomment or otherwise, to any action brought by SECURED PARTY for any balance due hereunder or for possession of COLLETERAL Bit pursuant to CS. § 25-9-205(1)
- 143 If the SPECRIC COLLATERAL herein has been or is to be affixed to real estate belonging to DEBTOR as specified in IREM (5) on the reverse side hereof, DEBTOR coverants and herewith agrees that upon the happening of am of the EVENTS OF DEFAULT, as hereinate; defined, on demand of SECURED PARTY, he will execute and deliver to said SECURED PARTY, in holder, a good and sufficient real estate Deed of Trust, conveying the premises (real estate) disscribed in said IRTM (5, as additional security for the payment of all DBLIGATIONS evidenced and/or secured in and by this Agreement DEBTOR reserves to himself the option to pay SECURED party the entire unpaid balance due hereunder rather than furnishing the aforementioned Deed of Trust, on his Default.

Dreft insurance instriction. Right: Purchase of Cledit Insurance described on reverse hereof is not required as a condition to granting of credit and may be cancelled by insurance described on reverse hereof is not required as a condition to granting of credit and may be cancelled by insured; at any time by written notice to Creditor-Holder of Agreement Farther, under 6.8. § 55-346, insured; are herewith notified that they staff have the right to rescind any. 'Ordit insurence' provided order the Carliffect of insurance delivered or sent to these upon giving written notice to the Insurence within 15 strys of receipt of arch Carliffect. It may note to Carliffect or sent to these upon giving written notice to the Insurence is an excitation, any premise that per ordinary ordinary.

Conditions and limitations as to Accidental Dauth and Disnember and Insurance described on reverse hereof ("Acc., D&D les.") are as follows: (i) Such coverage is presently available only for issuance to the first primary Debtor executing the reverse hereof,(ii) the Insured under the Acc. D&D les, shall have the right to rescind such Acc. D&D les, provided upon giving written notice to the Insure within 15 days after issuance of the Acc. D&D Policy of Insurance. In inferential such premium charged and financed herein will be prompting provided and any portion thereof actually paid will be refunded to the person entitled to such credit or refund; and fully unless such acc. D&D les, is rescinded as above permitted, it shall not thereafter be cancelable.

ADDITIONAL RIGHTS GRANTED SECURED PARTY:

-M. The

ADDITIONAL RIGHTS GRANTED SECURED PARTY:

All its colon, SCOURED PARTY may discharge taxes, liers, security interests or other encumbrances at any time levied or placed on said COLLATERAL, may pay for insurance and for the maintenance and preservation of same DESTOR agrees, its remitures SEQURED PARTY, on demand, for any such payment made, or any such expenses incurred to SEQURED PARTY pursuant to the foregoing authorization. Until Behalf, as herinatter befined, DEBTOR shall lave the right to reason owth any policy of insurance thereon.

With prior written assent of SEQURED PARTY, other COLLATERAL may be substituted for the ORIGINAL within this Agreement and with any policy of insurance thereon.

With prior written essent of SEQURED PARTY, other COLLATERAL may be substituted for the ORIGINAL II are prior to the prior to granted shall apply turbly to such SIBSTITUTE ORIGINALS.

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EVENTS OF DEFAULT:

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EVERTS OF DEFAULT:

DEFORM shill be in default under this Agreement upon the happening of any of the following event or commissions or conditional namely:

(1) Tetault in the payment or performance of any of the obligations or of any operant, werearly or liability contained or referred to herein or contained in any other contract or Agreement will SECURE TAPTS. Whether now existing or reseaster assign or recreater assign or recreated assign or recreated assign or recreated in any other contained or SECURED PARTY to finance the purchase of section lateral to SECURE TO PARTY to finance the purchase of section lateral to section or or shall be contained assigned the proving to have been false in any material respect when made or furnished or (3) toos theft, set/stangal damage, destruction, sele of encumbrance to or of any of the collateral or the assertion or making of any levy, service mechanics or materialmans like nor alkadism of the termination of existence incoveriors, business to the assertion of the property of Assignment for the Energy of (seeding) by or the property of Assignment for the Energy of (seeding) by or the Security of the Security Laws of the United States or or any State relating to floque or narrobotics "(as referred to in 18 U.S.C.A. 3 or 7, et seq.) and/or any Commercial Crimes of

of (6) Failure of any corporate Dehiot to internering the composite existence in good standing, or (7) If DEBTOR should remove or replace, any of the composite existence in good standing, or its market value or make it suitable to be used in racing contests of any nature; or (8) If Physical Damage, Property and or other insurance is to be proposed. SECURED PARTY, with premiums financed hierers and the insurance company it winton SECURED PARTY analysis breefor refuses to insurance and DEBTOR, on demand, faits or retures to obtain substitute insurance coverage or (9) If any Physical Damage, Property and/or other insurance, insurance coverage or (9) If any Physical Damage, Property and/or other insurance, insurance and or contents and/or other parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties therein is cancered for any trasponant or out. The insurance coverage of the parties the parties of the parties therein out on the parties of the p

WAIVER OF NOTICE AND HEARING.

Upon the occurrence of any of the talegrangia into circuit stances, or conditions or Detayth, DEBTOR hereby as pressly waives his Constitutional light to no collar rotor. Hearing or to SECCRED PARTICS: resuming or to ling possession of the Collateral herein office in Claim and Detivery Toward acrons or other se

REMEDIES ON DEFAULT (Including Powe: " Sale):

Upon the occurrence of any of the forest signerents, circumstances or conditions of bittest, and the obligations enced herein and secured hereby shall immediately be due and payable, without notice. Further, St CURED PARTY I then have all the rights and remedies of a Secured Party under the unition. Commercial 1.1.5, as enabled in

shall then have all the rights and remedies of a Secured Pank under the continer Commercial 1. C. at enabled in North Carolina.

Without limitation thereto, SECURED PARTY shall have the following specific rights:

(1) To take immediate possession of the Collateral without notice or resort to legal process, and for such purpose, to enter upon any premises on which the Collateral or and part thereof may be snutted and remove the same thereform. In the event the Collateral is a motor vehicle, mobile from on the fact SECURED PARTY may temporarily hold, for the DESTOR any personal property located thereir and not subject to Secure Fairly security interest, in such event, DESTUR shall, by certified or registered U.S. Mair, notif, SECURED PARTY which twenty-four nours after its resumption of possession or reprosessor or the Collateral as any suct and is part of security interest. As serviced to SECURED PARTY should be used property, as if it were expressly convert to its security interests destruct in the Addience of SECURED PARTY are place to their be designated by said SECURED PARTY which is reasonably convenient to both permet.

(2) To require DESTOR in assemble the COLLATERAL and make it available to SECURED PARTY and place to their designated by said SECURED PARTY which is reasonable convenient to both permet.

(3) At its sole option, to retain the Collateral in satisfaction of all obligations because it. SECURED PARTY should elect such option, written notice of such elections is to be effective. Unless such written notice is sent by SECURED PARTY and participated by a specific propose of foreclosing thereon its security interest, as herein provided.

(4) To dispose of said collateral, in any country or place to be selected by SECURED PARTY at time of Default are either Provided or Public Said (at which said SECURED PARTY may be the purchasery, with or without having the COLLATERAL investically present at said sale.

(5) ESSECURED PARTY at time of Default as shall not be in satisfaction of any obligations hereunc

which said sale is to be held, at least 5 days immediately proceeding the Sale, Such possing shall constitute stitutes advertising.

If said CC/LATERAL is thus sold at Public Sale, SEQURED PARTY shall mail a copy of its Notice of Public Sale, BEBIOR at the address shown at the beginning of this Agreement, at least 5 days helder the date of such Public Sale. Further, it said COLLATERAL is sold at Private Sale. SEQURED PARTY shall give at least 5 days written notice or the time after which such Private Sale is to be made, such notice being stipulated by all parties herett as reasonable at any Sale or other disposition of the COLLATERAL, SEQURED PARTY may accept a trade of proposition to the policy of the sale price.

(5) To make or have made any repairs found processary or desirable at time of repossession, possession or sale the cost of which is to be charged against DEPTUR.

[5] The public beginning that property matter those Separables of the COLLATERAL to satisfy the following items; in the order feet listed.

is the process resisted from Separaties of the COLLATERAL to sausty the tollowing items; in the order isset.

(a) The cost of reliabilisting any person, furnior proporation whose interest in the triemises is damaged by the entry and removal of the COLLATERAL upon BETTORS; failers to the triemises is damaged by the entry and removal of the COLLATERAL upon BETTORS; failers to the triemises is damaged by the entry and removal of saile COLLATERAL specifically including the SECURED PARTY'S reasonable Attorneys feet and both legs and collection expenses. If Claim and Delivery end/or Suit are instituted to proceed the sailers of the collection of the unpaid belance(s) herein. DESTOR herewith stipulates and agrees that 15% of the sun of the unpaid principal and all interest due thereon at the time suit is instituted by SECURED PARTY ghat be get new reasonable Attorneys; fees of said SECURED PARTY; next to (c). The expense of liquidating any liens, security interests, attachment or encumbrances superior. SECURED PARTY by any signer hereof.

Any surplus, after the satisfaction of the foregoing items (a) through (d) shall be paid to DISTOR or to any other contion of the COLLATERAL shall fair to satisfy any of the foregoing items (a) through (d) SECURED PARTY is any or the content of the COLLATERAL shall fair to satisfy any of the foregoing items (a) through (d) DESTOR or the secured Party Lawfully entitled thereth and known to this SECURED PARTY. Further, if the proceeds realized from only of the content of

GUARANTY BY THIRD PERSONS:

Undersigned, jointly and several to guarantee(s) the payment, when due, to any holder herect all an hunts non-time to time owing thereunder, and the payment whon demand, of the entire amount owing or said Contact in the event of default in payment by Debtor(s) named therein. Undersigned waive(s) notice of acceptance of the Collaram of any extensions in time of payment, or said of any collaters and of all other honder to which the underty is wood of the otherwise entitled by they and agrees it in payments ampliereunder upon demand, which the underty is determined to proceeding against Debtor(s) or intercosure enems any COLLATERAL secured it so the brought to etc. In this during agrees in corresponded in the payment of the payment of

GUARANTOR .	_ :
(ADDRESS)	
	_ 977
QUARANTOF	

SIGNATURE OF OWNER OF SPECIFIC COLLATERAL:

Undersigned acknowledge themselves as fully bound by all provisions of the suburn, Agree Agreement, which they herewith execute:

OWNER(S) OF SPECIFIC COLLATERAL

(ADDRESS)